

Exhibit “A”



Notice of Service of Process

Transmittal Number: 18735157
Date Processed: 09/24/2018

Primary Contact: Kristina Cates
Laboratory Corporation of America Holdings
531 South Spring Street
Burlington, NC 27215

Electronic copy provided to: Emily Greeson
Lynda Andrews
Anetta Outlaw
Mary Beth Maines

Entity:	Laboratory Corporation of America Entity ID Number 0035873
Entity Served:	Laboratory Corporation of America
Title of Action:	Alma Haro vs. Laboratory Corporation of America
Document(s) Type:	Summons/Complaint
Nature of Action:	Class Action
Court/Agency:	Los Angeles County Superior Court, California
Case/Reference No:	BC722757
Jurisdiction Served:	California
Date Served on CSC:	09/21/2018
Answer or Appearance Due:	30 Days
Originally Served On:	CSC
How Served:	Personal Service
Sender Information:	Matthew R. Bainer 510-922-1802

Information contained on this transmittal form is for record keeping, notification and forwarding the attached document(s). It does not constitute a legal opinion. The recipient is responsible for interpreting the documents and taking appropriate action.

To avoid potential delay, please do not send your response to CSC

251 Little Falls Drive, Wilmington, Delaware 19808-1674 | (888) 690-2882 | sop@cscglobal.com

SUM-100

SUMMONS
(CITACION JUDICIAL)

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

LABORATORY CORPORATION OF AMERICA, a Delaware corporation; and DOES 1 through 100, inclusive

YOU ARE BEING SUED BY PLAINTIFF: Alma HARG
(LO ESTÁ DEMANDANDO EL DEMANDANTE):

See Attachment

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

CONFORMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles

SEP 20 2018

Sherri R. Carter, Executive Officer/Clerk of Court

By: Brittny Smith, Deputy

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presente su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 o más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es): Los Angeles County Superior Court

111 North Hill Street
Los Angeles, CA 90012

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

The Bainer Law Firm 1901 Harrison St. Ste. 1100 Oakland CA, 94612 (510) 922-1802

DATE: **SEP 20 2018**
September 20, 2018
(Fecha)

SHERRI R. CARTER, Clerk, by
(Secretario)

Brittny Smith

Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

(SEAL)

NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):

3. ☒ on behalf of (specify): Laboratory Corporation of America, a Delaware corporation

under: ☒ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)

☐ other (specify):

4. ☐ by personal delivery on (date):

SUM-200(A)

SHORT TITLE: Haro v. Laboratory Corporation of America	CASE NUMBER:
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INSTRUCTIONS FOR USE

- This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.
- If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

List additional parties (Check only one box. Use a separate page for each type of party.):

☒ Plaintiff ☐ Defendant ☐ Cross-Complainant ☐ Cross-Defendant

ALMA HARO, individually, and on behalf of other members of the general public similarly situated, and as aggrieved employees pursuant to the Private Attorneys General Act ("PAGA"),

Page 2 of 3

Page 1 of 1

SUM-200(A)

SHORT TITLE: Haro v. Laboratory Corporation of America	CASE NUMBER:
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INSTRUCTIONS FOR USE

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List additional parties (Check only one box. Use a separate page for each type of party.):

☐ Plaintiff
 ☒ Defendant
 ☐ Cross-Complainant
 ☐ Cross-Defendant

LABORATORY CORPORATION OF AMERICA, a Delaware corporation; and DOES 1 through 100, inclusive

Page 3 of 3

Page 1 of 1

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Attorneys for Plaintiff Alma Haro

CONFORMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles

SEP 20 2018

Sherri R. Carter, Executive Officer/Clerk of Court
By: Brittney Smith, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

ALMA HARO, individually, and on behalf
of other members of the general public
similarly situated, and as aggrieved
employees pursuant to the Private Attorneys
General Act ("PAGA"),

Plaintiff,

vs.

LABORATORY CORPORATION OF
AMERICA, a Delaware corporation; and
DOES 1 through 100, inclusive,

Defendants.

Case No. **BC 722757**

**CLASS ACTION COMPLAINT &
ENFORCEMENT UNDER THE PRIVATE
ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE §§ 2698 ET
SEQ.**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
- (3) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (4) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (5) Violation of California Labor Code §§ 201 and 202 (Wages Not Timely Paid Upon Termination);
- (6) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (7) Violation of Labor Code §§ 2698, et seq. ("PAGA"); and
- (8) Violation of California Business & Professions Code §§ 17200, et seq.

Jury Trial Demanded

BY FAX

1 Plaintiff, individually and on behalf of all other members of the public similarly
2 situated, alleges as follows:

3 **JURISDICTION AND VENUE**

4 1. This class action is brought pursuant to California Code of Civil Procedure
5 section 382. The monetary damages and restitution sought by Plaintiff exceed the minimal
6 jurisdiction limits of the Superior Court and will be established according to proof at trial.

7 2. This Court has jurisdiction over this action pursuant to the California
8 Constitution, Article VI, section 10. The statutes under which this action is brought do not
9 specify any other basis for jurisdiction.

10 3. This Court has jurisdiction over all Defendants because, upon information and
11 belief, Defendants are either citizens of California, have sufficient minimum contacts in
12 California, or otherwise intentionally avail themselves of the California market so as to render
13 the exercise of jurisdiction over them by the California courts consistent with traditional
14 notions of fair play and substantial justice.

15 4. Venue is proper in this Court because the acts and omissions alleged herein
16 took place in this county.

17 5. California Labor Code sections 2699 et seq., PAGA, authorizes aggrieved
18 employees to sue directly for various civil penalties under the California Labor Code.

19 6. Plaintiff timely provided notice on July 12, 2018 to the California Labor and
20 Workforce Development Agency ("LWDA") and to Defendants, pursuant to California Labor
21 Code section 2699.3.

22 **THE PARTIES**

23 7. Plaintiff Alma Haro is a resident of the State of California.

24 8. Defendant Laboratory Corporation of America ("Defendant") was and is, upon
25 information and belief, a Delaware corporation and, at all times hereinafter mentioned, an
26 employer whose employees are engaged throughout the State of California, or the various
27 states of the United States of America.

28 9. Plaintiff is unaware of the true names or capacities of the Defendants sued

1 herein under the fictitious names DOES 1 through 100 but will seek leave of this Court to
2 amend the complaint and serve such fictitiously named Defendants once their names and
3 capacities become known.

4 10. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through
5 100 are the partners, agents, owners, shareholders, managers or employees of Defendant at all
6 relevant times.

7 11. Plaintiff is informed and believes, and thereon alleges, that each and all of the
8 acts and omissions alleged herein were performed by, or are attributable to, Defendant and/or
9 DOES 1 through 100 (collectively "Defendants"), each acting as the agent, employee, alter
10 ego, and/or joint venturer of, or working in concert with, each of the other co-Defendants and
11 was acting within the course and scope of such agency, employment, joint venture, or
12 concerted activity with legal authority to act on the others' behalf. The acts of any and all
13 Defendants represent and were in accordance with Defendants' official policy.

14 12. At all relevant times, Defendants, and each of them, ratified each and every act
15 or omission complained of herein. At all relevant times, Defendants, and each of them, aided
16 and abetted the acts and omissions of each and all the other Defendants in proximately causing
17 the damages herein alleged.

18 13. Plaintiff is informed and believes, and thereon alleges, that each of said
19 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
20 omissions, occurrences, and transactions alleged herein.

21 CLASS ACTION ALLEGATIONS

22 14. Plaintiff brings this action on her own behalf, as well as on behalf of each and
23 all other persons similarly situated, and thus, seeks class certification under California Code of
24 Civil Procedure section 382.

25 15. All claims alleged herein arise under California law for which Plaintiff seeks
26 relief authorized by California law.

27 16. Plaintiff's proposed class consists of and is defined as follows:

28 All individuals who worked for Defendants in the state of

1 California as a non-exempt, hourly-paid employee at any time
2 during the period from four years prior to the filing of this
3 Complaint until the date of certification ("Class").

4 17. Members of the Class will hereinafter be referred to as "class members."

5 18. Plaintiff reserves the right to redefine the Class and to add additional subclasses
6 as appropriate based on further investigation, discovery, and specific theories of liability.

7 19. There are common questions of law and fact as to the class members that
8 predominate over questions affecting only individual members, including, but not limited to:

9 (a) Whether Defendants required Plaintiff and class members to
10 work off-the-clock without payment;

11 (b) Whether Defendants required Plaintiff and class members to
12 work over eight (8) hours per day, over twelve (12) hours per day,
13 and/or over forty (40) hours per week and failed to pay legally
14 required overtime compensation to Plaintiff and class members;

15 (c) Whether Defendants failed to pay at least minimum wages for all
16 hours worked by Plaintiff and class members;

17 (d) Whether Defendants deprived Plaintiff and class members of
18 meal periods or required Plaintiff and class members to work during
19 meal periods without compensation;

20 (e) Whether Defendants deprived Plaintiff and class members of rest
21 periods or required Plaintiff and class members to work during rest
22 periods without compensation;

23 (f) Whether Defendants complied with wage reporting as required
24 by California Labor Code section 226(a);

25 (g) Whether Defendants failed to timely pay wages due to Plaintiff
26 and class members during their employment, including meal and rest
27 period premium wages;

28 (h) Whether Defendants failed to timely pay wages due to class
members upon their discharge, including meal and rest period

premium wages;

(i) Whether Defendants' failure to pay wages, without abatement or reduction, in accordance with the California Labor Code, was willful or reckless;

(j) Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code sections 17200, *et seq.*; and

(k) The appropriate amount of damages, restitution, or monetary penalties resulting from Defendants' violations of California law.

20. There is a well-defined community of interest in the litigation and the class is readily ascertainable:

(a) Numerosity: The members of the class are so numerous that joinder of all members would be unfeasible and impractical. The membership of the entire class is unknown to Plaintiff at this time; however, the class is estimated to be over forty and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.

(b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each class member with whom he has a well-defined community of interest, and Plaintiff's claims (or defenses, if any) are typical of all Class Members' as demonstrated herein.

(c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each class member with whom he has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff acknowledges that he has an obligation to make known to the Court any relationship, conflicts or differences with any class member. Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and throughout the duration of this action, will

1 continue to incur costs and attorneys' fees that have been, are and will
 2 be necessarily expended for the prosecution of this action for the
 3 substantial benefit of each class member.

4 (d) Superiority: The nature of this action makes the use of class action
 5 adjudication superior to other methods. A class action will achieve
 6 economies of time, effort, and expense as compared with separate
 7 lawsuits, and will avoid inconsistent outcomes because the same issues
 8 can be adjudicated in the same manner and at the same time for the
 9 entire class.

10 (e) Public Policy Considerations: Employers in the State of California
 11 violate employment and labor laws every day. Current employees are
 12 often afraid to assert their rights out of fear of direct or indirect
 13 retaliation. Former employees are fearful of bringing actions because
 14 they believe their former employers might damage their future
 15 endeavors through negative references and/or other means. Class
 16 actions provide the class members who are not named in the complaint
 17 with a type of anonymity that allows for the vindication of their rights at
 18 the same time as their privacy is protected.

19 GENERAL ALLEGATIONS

20 21. Defendants operates medical clinical laboratories throughout the State of
 21 California.

22 22. Defendants employed Plaintiff as a non-exempt, hourly-paid employee, in its
 23 multiple California retail stores through approximately January of 2018.

24 23. Defendants continue to employ non-exempt, hourly-paid employees at multiple
 25 laboratory locations throughout California.

26 24. Plaintiff is informed and believes, and thereon alleges, that at all times herein
 27 mentioned, Defendants were advised by skilled lawyers and other professionals, employees
 28 and advisors knowledgeable about California labor and wage law, employment and personnel

1 practices, and about the requirements of California law.

2 25. Plaintiff is informed and believes, and thereon alleges, that employees were not
3 paid for all hours worked because all hours worked were not recorded.

4 26. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
5 should have known that Plaintiff and class members were entitled to receive certain wages for
6 overtime compensation and that they were not receiving certain wages for overtime
7 compensation.

8 27. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
9 should have known that Plaintiff and class members were entitled to receive at least minimum
10 wages for compensation and that, in violation of the California Labor Code, they were not
11 receiving at least minimum wages for work done off-the-clock.

12 28. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
13 should have known that Plaintiff and other class members were entitled to receive all meal
14 periods or payment of one (1) additional hour of pay at Plaintiff and other class members'
15 regular rate of pay when they did not receive a timely, uninterrupted meal period, and that
16 they did not receive all meal periods or payment of one (1) additional hour of pay at Plaintiff
17 and other class members' regular rate of pay when they did not receive a timely, uninterrupted
18 meal period.

19 29. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
20 should have known that Plaintiff and other class members were entitled to receive all rest
21 periods or payment of one (1) additional hour of pay at Plaintiff and other class members'
22 regular rate of pay when a rest period was missed, and that they did not receive all rest periods
23 or payment of one (1) additional hour of pay at Plaintiff and other class members' regular rate
24 of pay when a rest period was missed.

25 30. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
26 should have known that Plaintiff and other class members were entitled to receive complete
27 and accurate wage statements in accordance with California law. In violation of the California
28 Labor Code, Plaintiff and other class members were not provided with complete and accurate

1 wage statements.

2 31. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
3 should have known that Plaintiff and other class members were entitled to timely payment of
4 wages during their employment. In violation of the California Labor Code, Plaintiff and other
5 class members did not receive payment of all wages, including, but not limited to meal and
6 rest period premium wages, within permissible time periods.

7 32. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
8 should have known that terminated class members were entitled to timely payment of wages
9 upon termination. In violation of the California Labor Code, terminated class members did
10 not receive payment of all wages, including, but not limited to meal and rest period premium
11 wages, within permissible time periods.

12 33. Plaintiff is informed and believes, and thereon alleges, that at all times herein
13 mentioned, Defendants knew or should have known that they had a duty to compensate
14 Plaintiff and other members of the class, and that Defendants had the financial ability to pay
15 such compensation, but willfully, knowingly, and intentionally failed to do so, and falsely
16 represented to Plaintiff and other class members that they were properly denied wages, all in
17 order to increase Defendants' profits.

18 34. At all times herein set forth, PAGA was applicable to Plaintiff's employment
19 by Defendants.

20 35. At all times herein set forth, PAGA provides that any provision of law under
21 the California Labor Code that provides for a civil penalty to be assessed and collected by the
22 LWDA for violations of the California Labor Code may, as an alternative, be recovered
23 through a civil action brought by an aggrieved employee on behalf of herself and other current
24 or former employees pursuant to procedures outlined in California Labor Code section 2699.3.

25 36. Pursuant to PAGA, a civil action under PAGA may be brought by an
26 "aggrieved employee," who is any person that was employed by the alleged violator and
27 against whom one or more of the alleged violations was committed.

28 37. Plaintiff was employed by Defendants and the alleged violations were

1 committed against her during her time of employment and she is, therefore, an aggrieved
2 employee. Plaintiff and other employees are "aggrieved employees" as defined by California
3 Labor Code section 2699(c) in that they are all current or former employees of Defendants,
4 and one or more of the alleged violations were committed against them.

5 38. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved
6 employee, including Plaintiff, may pursue a civil action arising under PAGA after the
7 following requirements have been met:

8 (a) The aggrieved employee shall give written notice by certified
9 mail (hereinafter "Employee's Notice") to the LWDA and the
10 employer of the specific provisions of the California Labor Code
11 alleged to have been violated, including the facts and theories to
12 support the alleged violations.

13 (b) The LWDA shall provide notice (hereinafter "LWDA Notice")
14 to the employer and the aggrieved employee by certified mail that it
15 does not intend to investigate the alleged violation within sixty (60)
16 calendar days of the postmark date of the Employee's Notice. Upon
17 receipt of the LWDA Notice, or if the LWDA Notice is not provided
18 within sixty-five (65) calendar days of the postmark date of the
19 Employee's Notice, the aggrieved employee may commence a civil
20 action pursuant to California Labor Code section 2699 to recover
21 civil penalties in addition to any other penalties to which the
22 employee may be entitled.

23 39. On July 12, 2018 Plaintiff provided written notice by certified mail to the
24 LWDA and to Defendants of the specific provisions of the California Labor Code alleged to
25 have been violated, including the facts and theories to support the alleged violations, pursuant
26 to California Labor Code section 2699.3. Defendants have failed to cure any of the alleged
27 violations.

28 40. Therefore, as of September 15, 2018, the administrative prerequisites under

1 California Labor Code section 2699.3(a) are satisfied and Plaintiff has authorization to
 2 recover civil penalties and unpaid wages against Defendants, in addition to other remedies, for
 3 violations of California Labor Code sections 201, 202, 203, 204, 206.5, 226(a), 226.7, 510,
 4 512, 1194, 1197, 1197.1, and 1198.

5 FIRST CAUSE OF ACTION

6 Violation of California Labor Code §§ 510 and 1198—Unpaid Overtime

7 (Against All Defendants)

8 41. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
 9 and every allegation set forth above.

10 42. California Labor Code section 1198 makes it illegal to employ an employee
 11 under conditions of labor that are prohibited by the applicable wage order. California Labor
 12 Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission
 13 shall be the . . . standard conditions of labor for employees. The employment of any employee
 14 . . . under conditions of labor prohibited by the order is unlawful.”

15 43. California Labor Code section 1198 and the applicable Industrial Welfare
 16 Commission (“IWC”) Wage Order provide that it is unlawful to employ persons without
 17 compensating them at a rate of pay either time-and-one-half or two-times that person’s regular
 18 rate of pay, depending on the number of hours worked by the person on a daily or weekly
 19 basis.

20 44. Specifically, the applicable IWC Wage Order provides that Defendants are and
 21 were required to pay Plaintiff and class members employed by Defendants, and working more
 22 than eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time-
 23 and-one-half for all hours worked in excess of eight (8) hours in a day or more than forty (40)
 24 hours in a workweek.

25 45. The applicable IWC Wage Order further provides that Defendants are and were
 26 required to pay Plaintiff and class members employed by Defendants, and working more than
 27 twelve (12) hours in a day, overtime compensation at a rate of two (2) times their regular rate
 28 of pay.

46. California Labor Code section 510 codifies the right to overtime compensation at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of work, and to overtime compensation at twice the regular hourly rate for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

47. During the relevant time period, Plaintiff and class members worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week without receiving overtime compensation therefor. For one example, during the relevant time period, Defendants had policy and/or practices of requiring its employees to perform security searches of their belonging while off-the-clock. Because Plaintiff and class members worked shifts of eight (8) hours a day and/or forty (40) hours in a week, some of this uncompensated work time qualified for overtime premium.

48. Defendants' failure to pay Plaintiff and class members the unpaid balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198, and is therefore unlawful.

49. Pursuant to California Labor Code section 1194, Plaintiff and class members are entitled to recover their unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

SECOND CAUSE OF ACTION

Violation of California Labor Code §§ 1194, 1197, 1197.1—Unpaid Minimum Wages (Against All Defendants)

50. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

51. At all relevant times, California Labor Code sections 1194, 1197 and 1197.1 provide that the minimum wage for employees fixed by the Industrial Welfare Commission is the minimum wage to be paid to employees, and the payment of a wage less than the minimum so fixed is unlawful. As set forth above, Defendants regularly required Plaintiff and

1 class members to work off-the-clock without compensation. Defendants did not pay at least
 2 minimum wages for all of these off-the-clock hours. Also, to the extent that these off-the-
 3 clock hours did not qualify for overtime premium payment, Defendants did not pay minimum
 4 wages for those hours worked off-the-clock in violation of California Labor Code sections
 5 1194, 1197, and 1197.1.

6 52. Defendants' failure to pay Plaintiff and class members the minimum wage as
 7 required violates California Labor Code sections 1194, 1197 and 1197.1. Pursuant to those
 8 sections, Plaintiff and class members are entitled to recover the unpaid balance of their
 9 minimum wage compensation, as well as interest, costs, and attorney's fees.

10 53. Pursuant to California Labor Code section 1194.2, Plaintiff and class members
 11 are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid
 12 and interest thereon.

13 **THIRD CAUSE OF ACTION**

14 **Violations of California Labor Code §§ 226.7 and 512(a)—Unpaid Meal Period** 15 **Premiums** 16 **(Against All Defendants)**

17 54. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
 18 and every allegation set forth above.

19 55. At all relevant times herein set forth, the applicable California Industrial
 20 Welfare Commission (IWC) Wage Order(s) and California Labor Code sections 226.7 and
 21 512(a) were applicable to Plaintiff's and the other class members' employment by Defendants
 22 and each of them.

23 56. At all relevant times herein set forth, California Labor Code section 226.7
 24 provides that no employer shall require an employee to work during any meal period
 25 mandated by an applicable order of the California Industrial Welfare Commission (IWC).

26 57. At all relevant times herein set forth, California Labor Code section 512(a)
 27 provides that an employer may not require, cause, or permit an employee to work for a period
 28 of more than five (5) hours per day without providing the employee with a meal period of not

1 less than thirty (30) minutes, except that if the total work period per day of the employee is
 2 not more than six (6) hours, the meal period may be waived by mutual consent of both the
 3 employer and the employee.

4 58. During the relevant time period, Plaintiff and other class members scheduled to
 5 work for a period of time no longer than six (6) hours, and who did not waive their legally
 6 mandated meal periods by mutual consent, were required to work for periods longer than five
 7 (5) hours without a meal period of not less than thirty (30) minutes.

8 59. During the relevant time period, Defendants willfully required Plaintiff and
 9 other class members to work during meal periods and failed to compensate them for work
 10 performed during meal periods. For example, Plaintiff and other class members were required
 11 to work through meal periods, cut their meal periods short, suffer interruptions during meal
 12 periods, and/or take meal periods after the fifth hour of work because of Defendants'
 13 practices. Defendants then failed to pay Plaintiff and other class members all meal period
 14 premiums due pursuant to California Labor Code section 226.7.

15 60. Defendants' conduct violates applicable Industrial Welfare Commission (IWC)
 16 Wage Order(s), and California Labor Code sections 226.7 and 512(a).

17 61. Pursuant to the applicable Industrial Welfare Commission (IWC) Wage
 18 Order(s) and California Labor Code section 226.7(b), Plaintiff and other class members are
 19 entitled to recover from Defendants one (1) additional hour of pay at the employee's regular
 20 hourly rate of compensation for each work day that the meal period was not provided.

21 **FOURTH CAUSE OF ACTION**

22 **Violation of California Labor Code § 226.7—Unpaid Rest Period Premiums** 23 **(Against All Defendants)**

24 62. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
 25 and every allegation set forth above.

26 63. At all relevant times herein set forth, the applicable IWC Wage Order and
 27 California Labor Code section 226.7 were applicable to Plaintiff's and class members'
 28 employment by Defendants.

1 64. At all relevant times, California Labor Code section 226.7 provides that no
2 employer shall require an employee to work during any rest period mandated by an applicable
3 order of the California IWC.

4 65. At all relevant times, the applicable IWC Wage Order provides that “[e]very
5 employer shall authorize and permit all employees to take rest periods, which insofar as
6 practicable shall be in the middle of each work period” and that the “rest period time shall be
7 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
8 hours or major fraction thereof” unless the total daily work time is less than three and one-half
9 (3½) hours.

10 66. During the relevant time period, Defendants required Plaintiff and class
11 members to work four (4) or more hours without authorizing or permitting a ten (10) minute
12 rest period per each four (4) hour period worked. As with meal periods, Defendants failure to
13 properly staff and coordinate employees’ schedules lead to their being unable to take
14 compliant rest breaks, even where they had knowledge about their rest break rights.
15 Defendants then failed to pay Plaintiff and class members the full rest period premium due
16 pursuant to California Labor Code section 226.7. As a result, Defendants failed to pay
17 Plaintiff and other class members rest period premiums in violation of California Labor Code
18 section 226.7.

19 67. During the relevant time period, Defendants failed to pay Plaintiff and class
20 members the full rest period premium due pursuant to California Labor Code section 226.7.

21 68. Defendants’ conduct violates the applicable IWC Wage Orders and California
22 Labor Code section 226.7.

23 69. Pursuant to the applicable IWC Wage Order and California Labor Code section
24 226.7(b), Plaintiff and class members are entitled to recover from Defendants one (1)
25 additional hour of pay at the employee’s regular hourly rate of compensation for each work
26 day that the rest period was not provided.

FIFTH CAUSE OF ACTION

**Violation of California Labor Code §§ 201 and 202 – Wages Not Timely Paid Upon
Termination
(Against All Defendants)**

70. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

71. This cause of action is wholly derivative of and dependent upon the unpaid wage claims set forth for unpaid overtime wages, unpaid minimum wages, and unpaid meal and rest period premium wages, which remained unpaid upon termination of class members' employment.

72. At all times herein set forth, California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

73. During the relevant time period, Defendants willfully failed to pay class members who are no longer employed by Defendants the earned and unpaid wages set forth above, including but not limited to, overtime wages, minimum wages, and meal and rest period premium wages, either at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ.

74. Defendants' failure to pay those class members who are no longer employed by Defendants their wages earned and unpaid at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ, is in violation of California Labor Code sections 201 and 202.

75. California Labor Code section 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee

1 shall continue as a penalty from the due date, and at the same rate until paid or until an action
2 is commenced; but the wages shall not continue for more than thirty (30) days.

3 76. Class members are entitled to recover from Defendants the statutory penalty
4 wages for each day they were not paid, at their regular hourly rate of pay, up to a thirty (30)
5 day maximum pursuant to California Labor Code section 203.

6 **SIXTH CAUSE OF ACTION**

7 **Violation of California Labor Code § 226(a)—Non-Compliant Wage Statements**
8 **(Against All Defendants)**

9 77. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
10 and every allegation set forth above.

11 78. At all material times set forth herein, California Labor Code section 226(a)
12 provides that every employer shall furnish each of his or her employees an accurate itemized
13 wage statement in writing, including, but not limited to, the name and address of the legal
14 entity that is the employer, total hours worked, and all applicable hourly rates.

15 79. Defendants have intentionally and willfully failed to provide employees with or
16 retain complete and accurate wage statements. The deficiencies include, among other things,
17 failing to state all wages owed or paid including but not limited to, overtime wages, minimum
18 wages, and meal and rest period premium wages as a result of failing to properly record meal
19 period violations and/or premiums and failing to accurately identify the name and address of
20 the legal entity that employed Plaintiffs and class members. Further, in violation of California
21 Labor Code section 226(a), Defendant does not maintain on file a copy of the itemized
22 statements provided to employees or a computer-generated record that accurately shows gross
23 wages earned for all hours worked and not recorded, total hours worked by the employee as a
24 result of working off the clock and not recording those hours, the inclusive dates of the period
25 for which the employee is paid, the name and address of the legal entity that is the employer,
26 and all applicable hourly rates in effect during the pay period and the corresponding number
27 of hours worked at each hourly rate by the employee as required by California Labor Code
28 section 226(a).

80. As a result of Defendants' violation of California Labor Code section 226(a), Plaintiff and class members have suffered injury and damage to their statutorily protected rights.

81. Specifically, Plaintiff and class members have been injured by Defendants' intentional violation of California Labor Code section 226(a) because they were denied both their legal right to receive, and their protected interest in receiving, accurate, itemized wage statements under California Labor Code section 226(a). In addition, because Defendants failed to provide the accurate number of total hours worked on wage statements, Plaintiff has been prevented by Defendants from determining if all hours worked were paid and the extent of the underpayment. Plaintiff has had to file this lawsuit, conduct discovery, reconstruct time records, and perform computations in order to analyze whether in fact Plaintiff was paid correctly and the extent of the underpayment, thereby causing Plaintiff to incur expenses and lost time. Plaintiff would not have had to engage in these efforts and incur these costs had Defendants provided the accurate number of total hours worked. This has also delayed Plaintiff's ability to demand and recover the underpayment of wages from Defendants.

82. Plaintiff and class members are entitled to recover from Defendants the greater of their actual damages caused by Defendants' failure to comply with California Labor Code section 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per employee.

SEVENTH CAUSE OF ACTION

Violation of California Labor Code §§ 2698, *et seq.*

(Against All Defendants)

83. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

84. California Labor Code §§ 2698, *et seq.* (“PAGA”) permits Plaintiff to recover civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section 2699.5.

85. PAGA provides as follows, “[n]otwithstanding any other provision of law, a

1 plaintiff may as a matter of right amend an existing complaint to add a cause of action arising
2 under this part at any time within 60 days of the time periods specified in this part.”

3 86. Defendants’ conduct, as alleged herein, violates numerous sections of the
4 California Labor Code, including, but not limited to, the following:

- 5 a. Violation of Labor Code sections 510 and 1198 for Defendants’ failure to
6 compensate Plaintiff and other aggrieved employees for all overtime hours
7 at the applicable overtime rate as herein alleged;
- 8 b. Violation of Labor Code sections 1194, 1197, and 1197.1 for Defendants’
9 failure to compensate Plaintiff and other aggrieved employees for all hours
10 worked with at least minimum wages as herein alleged;
- 11 c. Violation of Labor Code Sections 512 and 226.7 for Defendants’ failure to
12 provide Plaintiff and other aggrieved employees with legally mandated
13 meal periods and failing to compensate Plaintiff and other aggrieved
14 employees with one hours of premium pay for unprovided meal periods as
15 alleged herein;
- 16 d. Violation of Labor Code Section 226.7 for Defendants’ failure to provide
17 Plaintiff and other aggrieved employees with legally mandated rest periods
18 and failing to compensate Plaintiff and other aggrieved employees with one
19 hours of premium pay for unprovided rest periods as alleged herein;
- 20 e. Violation of Labor Code section 226(a) for failure to provide compliant
21 wage statements to Plaintiff and other aggrieved employees, as herein
22 alleged;
- 23 f. Violation of Labor Code sections 201, 202, and 203 for failure to timely
24 pay all earned wages to aggrieved employees upon discharge as herein
25 alleged;
- 26 g. Violation of Labor Code section 204 for failure to pay all earned wages
27 owed to Plaintiff and other aggrieved employees during employment as set
28 forth more fully below; and

1 87. California Labor Code section 1198 makes it illegal to employ an employee
2 under conditions of labor that are prohibited by the applicable wage order. California Labor
3 Code section 1198 requires that "... the standard conditions of labor fixed by the commission
4 shall be the ... standard conditions of labor for employees. The employment of any employee
5 ... under conditions of labor prohibited by the order is unlawful."

6 88. California Labor Code section 204 requires that all wages earned by any person
7 in any employment between the 1st and the 15th days, inclusive, of any calendar month, other
8 than those wages due upon termination of an employee, are due and payable between the 16th
9 and the 26th day of the month during which the labor was performed, and that all wages
10 earned by any person in any employment between the 16th and the last day, inclusive, of any
11 calendar month, other than those wages due upon termination of an employee, are due and
12 payable between the 1st and the 10th day of the following month. California Labor Code
13 section 204 also requires that all wages earned for labor in excess of the normal work period
14 shall be paid no later than the payday for the next regular payroll period. During the relevant
15 time period, Defendants failed to pay Plaintiff and other aggrieved employees all wages due to
16 them, including, but not limited to, minimum wages and reporting time pay within any time
17 period specified by California Labor Code section 204.

18 89. Defendants, at all times relevant to this complaint, were employers or persons
19 acting on behalf of an employer(s) who violated Plaintiff and aggrieved employees' rights by
20 violating various sections of the California Labor Code as set forth above.

21 90. As set forth above, Defendants have violated numerous provisions of both the
22 Labor Code sections regulating hours and days of work as well as the applicable order of the
23 Industrial Welfare Commission and are subject to civil penalties, in addition to those provided
24 by Labor Code sections 2698 and 2699.

25 91. Pursuant to PAGA, and in particular California Labor Code sections 2699,
26 2699.3 and 2699.5, Plaintiff, acting in the public interest as a private attorney general, seeks
27 assessment and collection of unpaid wages and civil penalties for Plaintiff, all other aggrieved
28 employees, and the State of California against Defendants. in addition to other remedies, for

1 violations of California Labor Code sections 201, 202, 203, 204, 206.5, 226(a), 226.7, 510,
2 512, 1194, 1197, 1197.1, and 1198.

3 **EIGHTH CAUSE OF ACTION**

4 **Violation of California Business & Professions Code §§ 17200, *et seq.***

5 **(Against All Defendants)**

6 92. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
7 and every allegation set forth above.

8 93. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
9 unlawful and harmful to Plaintiff, class members, and to the general public. Plaintiff seeks to
10 enforce important rights affecting the public interest within the meaning of Code of Civil
11 Procedure section 1021.5.

12 94. Defendants' activities, as alleged herein, are violations of California law, and
13 constitute unlawful business acts and practices in violation of California Business &
14 Professions Code sections 17200, *et seq.*

15 95. A violation of California Business & Professions Code sections 17200, *et seq.*
16 may be predicated on the violation of any state or federal law. In the instant case, Defendants'
17 policies and practices have violated state law in at least the following respects:

- 18 (c) Requiring non-exempt employees, including Plaintiff and class
19 members, to work overtime without paying them proper compensation
20 in violation of California Labor Code sections 510 and 1198 and the
21 applicable Industrial Welfare Commission Order;
- 22 (d) Failing to pay at least minimum wage to Plaintiff and class members in
23 violation of California Labor Code sections 1194, 1197 and 1197.1 and
24 the applicable Industrial Welfare Commission Order;
- 25 (e) Failing to provide meal and rest periods or to pay premium wages for
26 missed meal and rest periods to Plaintiff and class members in violation
27 of California Labor Code sections 226.7 and 512 and the applicable
28 Industrial Welfare Commission Order;

1 (f) Failing to provide Plaintiff and class members with accurate wage
2 statements in violation of California Labor Code section 226(a) and the
3 applicable Industrial Welfare Commission Order; and

4 (g) Failing to timely pay all earned wages to Plaintiff and class members in
5 violation of California Labor Code sections 210, 202, 203 and 204 and
6 the applicable Industrial Welfare Commission Order as set forth below.

7 96. Pursuant to California Business & Professions Code sections 17200 *et seq.*,
8 Plaintiff and class members are entitled to restitution of the wages withheld and retained by
9 Defendants during a period that commences four years prior to the filing of this complaint; a
10 permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff and
11 class members; an award of attorneys' fees pursuant to California Code of Civil Procedure
12 section 1021.5 and other applicable laws; and an award of costs.

13 **REQUEST FOR JURY TRIAL**

14 Plaintiff requests a trial by jury.

15 **PRAYER FOR RELIEF**

16 Plaintiff, on behalf of all others similarly situated, pray for relief and judgment against
17 Defendants, jointly and severally, as follows:

18 1. For damages, unpaid wages, penalties, injunctive relief, and attorneys' fees in
19 excess of twenty-five thousand dollars (\$25,000).

20 **Class Certification**

- 21 2. That this case be certified as a class action;
22 3. That Plaintiff be appointed as the representative of the Class;
23 4. That counsel for Plaintiff be appointed as Class Counsel.

24 **As to the First Cause of Action**

25 5. That the Court declare, adjudge, and decree that Defendants violated California
26 Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to
27 pay all overtime wages due to Plaintiff and class members;

28 6. For general unpaid wages at overtime wage rates and such general and special

1 damages as may be appropriate;

2 7. For pre-judgment interest on any unpaid overtime compensation commencing
3 from the date such amounts were due;

4 8. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
5 California Labor Code section 1194(a); and

6 9. For such other and further relief as the Court may deem equitable and
7 appropriate.

8 **As to the Second Cause of Action**

9 10. That the Court declare, adjudge and decree that Defendants violated California
10 Labor Code sections 1194, 1197 and 1197.1 by willfully failing to pay minimum wages to
11 Plaintiff and class members;

12 11. For general unpaid wages and such general and special damages as may be
13 appropriate;

14 12. For pre-judgment interest on any unpaid compensation from the date such
15 amounts were due;

16 13. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
17 California Labor Code section 1194(a);

18 14. For liquidated damages pursuant to California Labor Code section 1194.2; and

19 15. For such other and further relief as the Court may deem equitable and
20 appropriate.

21 **As to the Third Cause of Action**

22 16. That the Court declare, adjudge, and decree that Defendants violated California
23 Labor Code sections 226.7 and 512(a) and applicable Industrial Welfare Commission (IWC)
24 Wage Order(s) by willfully failing to provide all meal periods to Plaintiff and class members;

25 17. That the Court make an award to the Plaintiff and class members of one (1)
26 hour of pay at each employee's regular rate of compensation for each workday that a meal
27 period was not provided;

28 18. For all actual, consequential, and incidental losses and damages, according to

1 proof;

2 19. For premiums pursuant to California Labor Code section 226.7(b);

3 20. For pre-judgment interest on any unpaid meal period premiums from the date
4 such amounts were due; and

5 21. For such other and further relief as the Court may deem equitable and
6 appropriate.

7 **As to the Fourth Cause of Action**

8 22. That the Court declare, adjudge and decree that Defendants violated California
9 Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all
10 rest periods to Plaintiff and class members;

11 23. That the Court make an award to the Plaintiff and class members of one (1) hour
12 of pay at each employee's regular rate of compensation for each workday that a rest period
13 was not provided;

14 24. For all actual, consequential, and incidental losses and damages, according to
15 proof;

16 25. For premiums pursuant to California Labor Code section 226.7(b);

17 26. For pre-judgment interest on any unpaid rest period premiums from the date
18 such amounts were due; and

19 27. For such other and further relief as the Court may deem equitable and
20 appropriate.

21 **As to the Fifth Cause of Action**

22 28. That the Court declare, adjudge and decree that Defendants violated California
23 Labor Code sections 201, 202, and 203 by willfully failing to pay all overtime wages,
24 minimum wages, and meal and rest period premium wages owed at the time of termination of
25 the employment of class members no longer employed by Defendants.

26 29. For all actual, consequential and incidental losses and damages, according to
27 proof;

28 30. For statutory wage penalties pursuant to California Labor Code section 203 for

1 all class members who have left Defendants' employ;

2 31. For pre-judgment interest on any unpaid wages from the date such amounts
3 were due; and

4 32. For such other and further relief as the Court may deem equitable and
5 appropriate.

6 **As to the Sixth Cause of Action**

7 33. That the Court declare, adjudge and decree that Defendants violated the
8 recordkeeping provisions of California Labor Code section 226(a) and applicable IWC Wage
9 Orders as to Plaintiff and class members, and willfully failed to provide accurate itemized
10 wage statements thereto;

11 34. For all actual, consequential and incidental losses and damages, according to
12 proof;

13 35. For statutory penalties and injunctive relief pursuant to California Labor Code
14 section 226(e) and (h); and

15 36. For such other and further relief as the Court may deem equitable and
16 appropriate.

17 **As to the Seventh Cause of Action**

18 37. That the Court declare, adjudge and decree that Defendants violated the
19 following California Labor Code sections as to Plaintiff and/or other Aggrieved Employees:
20 510 and 1198 (by failing to pay all overtime wages); 1194, 1197, and 1197.1 (by failing to pay
21 at least minimum wages for all hours worked); 226.7 (by failing to provide meal or rest
22 periods or the required compensation in lieu thereof); 226(a) (by failing to provide accurate
23 and complete wage statements); 201, 202, 203 (by failing timely to pay all unpaid wages upon
24 termination); 204 (by failing timely to pay all earned wages during employment).

25 38. For civil penalties pursuant to California Labor Code sections 210, 226.3,
26 1174.5, 1197.1, 2699(a) and/or 2699(f) and (g), for violations of California Labor Code
27 sections 201, 202, 203, 204, 206.5, 226(a), 226.7, 510, 512, 1194, 1197, 1197.1 and 1198;
28

As to the Eighth Cause of Action

39. That the Court declare, adjudge and decree that Defendants violated California Business and Professions Code sections 17200, *et seq.* by failing to pay overtime compensation due, failing to pay at least minimum wages for all hours worked, failing to provide meal and rest periods or premium wages in lieu thereof, failing to provide accurate wage statements, and failing timely to pay all earned wages during employment and upon termination;

40. For restitution of unpaid wages to Plaintiff and all class members and prejudgment interest from the day such amounts were due and payable;

41. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violations of California Business & Professions Code sections 17200 *et seq.*;

42. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure section 1021.5; and

43. For such other and further relief as the Court may deem equitable and appropriate.

Dated: September 20, 2018

Respectfully submitted,

The Bainer Law Firm

By:



Matthew R. Bainer, Esq.

Attorneys for Plaintiff Alma Haro

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Matthew R. Bainer, Esq. (220972) The Bainer Law Firm 1901 Harrison St., Suite 1100 Oakland CA 94612 TELEPHONE NO.: 510-922-1802 FAX NO.: 510-844-7701 ATTORNEY FOR (Name): Stephanie Anderson		CM-010 FOR COURT USE ONLY CONFORMED COPY ORIGINAL FILED Superior Court of California County of Los Angeles SEP 20 2018 Shemi R. Carter, Executive Officer/Clerk of Court By: Brittney Smith, Deputy
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 North Hill Street Los Angeles, CA 90012 MAILING ADDRESS: 111 North Hill Street CITY AND ZIP CODE: Los Angeles, California 90012 BRANCH NAME: Stanley Mosk Courthouse		
CASE NAME: Haro v. Laboratory Corporation of America		
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less) Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)		CASE NUMBER: 00722757 JUDGE: DEPT:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:		
Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (35) <input checked="" type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)

2. This case ☒ is ☐ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|---|--|
| a. <input checked="" type="checkbox"/> Large number of separately represented parties | d. <input checked="" type="checkbox"/> Large number of witnesses |
| b. <input checked="" type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input checked="" type="checkbox"/> Substantial amount of documentary evidence | f. <input checked="" type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action (specify): **Eight**
5. This case ☒ is ☐ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: September 20, 2018
 Matthew R. Bainer, Esq.

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

SHORT TITLE: Haro v. Laboratory Corporation of America	CASE NUMBER: 00722757
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BY FAX

**CIVIL CASE COVER SHEET ADDENDUM AND
STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to Local Rule 2.3 in all new civil case filings in the Los Angeles Superior Court.

Step 1: After completing the Civil Case Cover Sheet (Judicial Council form CM-010), find the exact case type in Column A that corresponds to the case type indicated in the Civil Case Cover Sheet.

Step 2: In Column B, check the box for the type of action that best describes the nature of the case.

Step 3: In Column C, circle the number which explains the reason for the court filing location you have chosen.

Applicable Reasons for Choosing Court Filing Location (Column C)

- | | |
|--|--|
| 1. Class actions must be filed in the Stanley Mosk Courthouse, Central District. | 7. Location where petitioner resides. |
| 2. Permissive filing in central district. | 8. Location wherein defendant/respondent functions wholly. |
| 3. Location where cause of action arose. | 9. Location where one or more of the parties reside. |
| 4. Mandatory personal injury filing in North District. | 10. Location of Labor Commissioner Office. |
| 5. Location where performance required or defendant resides. | 11. Mandatory filing location (Hub Cases – unlawful detainer, limited non-collection, limited collection, or personal injury). |
| 6. Location of property or permanently garaged vehicle. | |

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1, 4, 11
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1, 4, 11
Other Personal Injury/Property Damage/Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	1, 11 1, 11
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1, 4, 11
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1, 4, 11 1, 4, 11
	Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1, 4, 11
		<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1, 4, 11
		<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress	1, 4, 11
		<input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1, 4, 11

SHORT TITLE: Haro v. Laboratory Corporation of America	CASE NUMBER
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	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2, 3, 6
	Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2, 5
	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus	2, 8
		<input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter	2
		<input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2
	Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2, 8
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1, 2, 8
	Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1, 2, 3
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1, 2, 8
	Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1, 2, 8
	Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1, 2, 3, 8
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1, 2, 5, 8
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment	2, 5, 11
		<input type="checkbox"/> A6160 Abstract of Judgment	2, 6
		<input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations)	2, 9
		<input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes)	2, 8
		<input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax	2, 8
		<input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2, 8, 9
Miscellaneous Civil Complaints	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1, 2, 8
	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only	1, 2, 8
		<input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment)	2, 8
		<input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex)	1, 2, 8
<input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)		1, 2, 8	
Miscellaneous Civil Petitions	Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2, 8
	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment	2, 3, 9
		<input type="checkbox"/> A6123 Workplace Harassment	2, 3, 9
		<input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case	2, 3, 9
		<input type="checkbox"/> A6190 Election Contest	2
		<input type="checkbox"/> A6110 Petition for Change of Name/Change of Gender	2, 7
		<input type="checkbox"/> A6170 Petition for Relief from Late Claim Law	2, 3, 8
<input type="checkbox"/> A6100 Other Civil Petition	2, 9		

SHORT TITLE: Haro v. Laboratory Corporation of America	CASE NUMBER
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Step 4: Statement of Reason and Address: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address which is the basis for the filing location, including zip code. (No address required for class action cases).

REASON: <input checked="" type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. <input type="checkbox"/> 11.			ADDRESS:
CITY:	STATE:	ZIP CODE:	

Step 5: Certification of Assignment: I certify that this case is properly filed in the _____ District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., §392 et seq., and Local Rule 2.3(a)(1)(E)].

Dated: September 20, 2018


 (SIGNATURE OF ATTORNEY/FILING PARTY)

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 02/16).
5. Payment in full of the filing fee, unless there is court order for waiver, partial or scheduled payments.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

[illegible]

NOTICE OF CASE ASSIGNMENT - UNLIMITED CIVIL CASE

INSTRUCTIONS FOR HANDLING UNLIMITED CIVIL CASES

The following critical provisions of the California Rules of Court, Title 3, Division 7, as applicable in the Superior Court, are summarized for your assistance.

APPLICATION

The Division 7 Rules were effective January 1, 2007. They apply to all general civil cases.

PRIORITY OVER OTHER RULES

The Division 7 Rules shall have priority over all other Local Rules to the extent the others are inconsistent.

CHALLENGE TO ASSIGNED JUDGE

A challenge under Code of Civil Procedure Section 170.6 must be made within 15 days after notice of assignment for all purposes to a judge, or if a party has not yet appeared, within 15 days of the first appearance.

TIME STANDARDS

Cases assigned to the Independent Calendaring Courts will be subject to processing under the following time standards:

COMPLAINTS

All complaints shall be served within 60 days of filing and proof of service shall be filed within 90 days.

CROSS-COMPLAINTS

Without leave of court first being obtained, no cross-complaint may be filed by any party after their answer is filed. Cross-complaints shall be served within 30 days of the filing date and a proof of service filed within 60 days of the filing date.

STATUS CONFERENCE

A status conference will be scheduled by the assigned Independent Calendar Judge no later than 270 days after the filing of the complaint. Counsel must be fully prepared to discuss the following issues: alternative dispute resolution, bifurcation, settlement, trial date, and expert witnesses.

FINAL STATUS CONFERENCE

The Court will require the parties to attend a final status conference not more than 10 days before the scheduled trial date. All parties shall have motions in limine, bifurcation motions, statements of major evidentiary issues, dispositive motions, requested form jury instructions, special jury instructions, and special jury verdicts timely filed and served prior to the conference. These matters may be heard and resolved at this conference. At least five days before this conference, counsel must also have exchanged lists of exhibits and witnesses, and have submitted to the court a brief statement of the case to be read to the jury panel as required by Chapter Three of the Los Angeles Superior Court Rules.

SANCTIONS

The court will impose appropriate sanctions for the failure or refusal to comply with Chapter Three Rules, orders made by the Court, and time standards or deadlines established by the Court or by the Chapter Three Rules. Such sanctions may be on a party, or if appropriate, on counsel for a party.

This is not a complete delineation of the Division 7 or Chapter Three Rules, and adherence only to the above provisions is therefore not a guarantee against the imposition of sanctions under Trial Court Delay Reduction. Careful reading and compliance with the actual Chapter Rules is imperative.

Class Actions

Pursuant to Local Rule 2.3, all class actions shall be filed at the Stanley Mosk Courthouse and are randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be a class action it will be returned to an Independent Calendar Courtroom for all purposes.

*Provisionally Complex Cases

Cases filed as provisionally complex are initially assigned to the Supervising Judge of complex litigation for determination of complex status. If the case is deemed to be complex within the meaning of California Rules of Court 3.400 et seq., it will be randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be complex, it will be returned to an Independent Calendar Courtroom for all purposes.

VOLUNTARY EFFICIENT LITIGATION STIPULATIONS

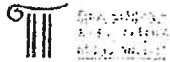


Superior Court of California
County of Los Angeles



Los Angeles County
Bar Association
Litigation Section

Los Angeles County
Bar Association Labor and
Employment Law Section



Consumer Attorneys
Association of Los Angeles



Southern California
Defense Counsel



Association of
Business Trial Lawyers



California Employment
Lawyers Association

The Early Organizational Meeting Stipulation, Discovery Resolution Stipulation, and Motions in Limine Stipulation are voluntary stipulations entered into by the parties. The parties may enter into one, two, or all three of the stipulations; however, they may not alter the stipulations as written, because the Court wants to ensure uniformity of application. These stipulations are meant to encourage cooperation between the parties and to assist in resolving issues in a manner that promotes economic case resolution and judicial efficiency.

The following organizations endorse the goal of promoting efficiency in litigation and ask that counsel consider using these stipulations as a voluntary way to promote communications and procedures among counsel and with the court to fairly resolve issues in their cases.

◆ Los Angeles County Bar Association Litigation Section ◆

◆ Los Angeles County Bar Association
Labor and Employment Law Section ◆

◆ Consumer Attorneys Association of Los Angeles ◆

◆ Southern California Defense Counsel ◆

◆ Association of Business Trial Lawyers ◆

◆ California Employment Lawyers Association ◆

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.:		FAX NO. (Optional):	
E-MAIL ADDRESS (Optional):			
ATTORNEY FOR (Name):			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			CASE NUMBER:
DEFENDANT:			
STIPULATION – EARLY ORGANIZATIONAL MEETING			

This stipulation is intended to encourage cooperation among the parties at an early stage in the litigation and to assist the parties in efficient case resolution.

The parties agree that:

1. The parties commit to conduct an initial conference (in-person or via teleconference or via videoconference) within 15 days from the date this stipulation is signed, *to discuss and consider whether there can be agreement on the following:*
 - a. Are motions to challenge the pleadings necessary? If the issue can be resolved by amendment as of right, or if the Court would allow leave to amend, could an amended complaint resolve most or all of the issues a demurrer might otherwise raise? If so, the parties agree to work through pleading issues so that a demurrer need only raise issues they cannot resolve. Is the issue that the defendant seeks to raise amenable to resolution on demurrer, or would some other type of motion be preferable? Could a voluntary targeted exchange of documents or information by any party cure an uncertainty in the pleadings?
 - b. Initial mutual exchanges of documents at the "core" of the litigation. (For example, in an employment case, the employment records, personnel file and documents relating to the conduct in question could be considered "core." In a personal injury case, an incident or police report, medical records, and repair or maintenance records could be considered "core.");
 - c. Exchange of names and contact information of witnesses;
 - d. Any insurance agreement that may be available to satisfy part or all of a judgment, or to indemnify or reimburse for payments made to satisfy a judgment;
 - e. Exchange of any other information that might be helpful to facilitate understanding, handling, or resolution of the case in a manner that preserves objections or privileges by agreement;
 - f. Controlling issues of law that, if resolved early, will promote efficiency and economy in other phases of the case. Also, when and how such issues can be presented to the Court;
 - g. Whether or when the case should be scheduled with a settlement officer, what discovery or court ruling on legal issues is reasonably required to make settlement discussions meaningful, and whether the parties wish to use a sitting judge or a private mediator or other options as

SHORT TITLE:	CASE NUMBER:
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discussed in the "Alternative Dispute Resolution (ADR) Information Package" served with the complaint;

- h. Computation of damages, including documents, not privileged or protected from disclosure, on which such computation is based;
 - i. Whether the case is suitable for the Expedited Jury Trial procedures (see information at www.lacourt.org under "Civil" and then under "General Information").
2. The time for a defending party to respond to a complaint or cross-complaint will be extended to _____ (INSERT DATE) for the complaint, and _____ (INSERT DATE) for the cross-complaint, which is comprised of the 30 days to respond under Government Code § 68616(b), and the 30 days permitted by Code of Civil Procedure section 1054(a), good cause having been found by the Civil Supervising Judge due to the case management benefits provided by this Stipulation. A copy of the General Order can be found at www.lacourt.org under "Civil", click on "General Information", then click on "Voluntary Efficient Litigation Stipulations".
 3. The parties will prepare a joint report titled "Joint Status Report Pursuant to Initial Conference and Early Organizational Meeting Stipulation, and if desired, a proposed order summarizing results of their meet and confer and advising the Court of any way it may assist the parties' efficient conduct or resolution of the case. The parties shall attach the Joint Status Report to the Case Management Conference statement, and file the documents when the CMC statement is due.
 4. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day

The following parties stipulate:

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

> _____
(ATTORNEY FOR PLAINTIFF)

> _____
(ATTORNEY FOR DEFENDANT)

> _____
(ATTORNEY FOR DEFENDANT)

> _____
(ATTORNEY FOR DEFENDANT)

> _____
(ATTORNEY FOR _____)

> _____
(ATTORNEY FOR _____)

> _____
(ATTORNEY FOR _____)

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		FAX NO. (Optional):	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			CASE NUMBER:
STIPULATION – DISCOVERY RESOLUTION			

This stipulation is intended to provide a fast and informal resolution of discovery issues through limited paperwork and an informal conference with the Court to aid in the resolution of the issues.

The parties agree that:

1. Prior to the discovery cut-off in this action, no discovery motion shall be filed or heard unless the moving party first makes a written request for an Informal Discovery Conference pursuant to the terms of this stipulation.
2. At the Informal Discovery Conference the Court will consider the dispute presented by parties and determine whether it can be resolved informally. Nothing set forth herein will preclude a party from making a record at the conclusion of an Informal Discovery Conference, either orally or in writing.
3. Following a reasonable and good faith attempt at an informal resolution of each issue to be presented, a party may request an Informal Discovery Conference pursuant to the following procedures:
 - a. The party requesting the Informal Discovery Conference will:
 - i. File a Request for Informal Discovery Conference with the clerk's office on the approved form (copy attached) and deliver a courtesy, conformed copy to the assigned department;
 - ii. Include a brief summary of the dispute and specify the relief requested; and
 - iii. Serve the opposing party pursuant to any authorized or agreed method of service that ensures that the opposing party receives the Request for Informal Discovery Conference no later than the next court day following the filing.
 - b. Any Answer to a Request for Informal Discovery Conference must:
 - i. Also be filed on the approved form (copy attached);
 - ii. Include a brief summary of why the requested relief should be denied;

SHORT TITLE:	CASE NUMBER:
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- iii. Be filed within two (2) court days of receipt of the Request; and
 - iv. Be served on the opposing party pursuant to any authorized or agreed upon method of service that ensures that the opposing party receives the Answer no later than the next court day following the filing.
 - c. No other pleadings, including but not limited to exhibits, declarations, or attachments, will be accepted.
 - d. If the Court has not granted or denied the Request for Informal Discovery Conference within ten (10) days following the filing of the Request, then it shall be deemed to have been denied. If the Court acts on the Request, the parties will be notified whether the Request for Informal Discovery Conference has been granted or denied and, if granted, the date and time of the Informal Discovery Conference, which must be within twenty (20) days of the filing of the Request for Informal Discovery Conference.
 - e. If the conference is not held within twenty (20) days of the filing of the Request for Informal Discovery Conference, unless extended by agreement of the parties and the Court, then the Request for the Informal Discovery Conference shall be deemed to have been denied at that time.
4. If (a) the Court has denied a conference or (b) one of the time deadlines above has expired without the Court having acted or (c) the Informal Discovery Conference is concluded without resolving the dispute, then a party may file a discovery motion to address unresolved issues.
 5. The parties hereby further agree that the time for making a motion to compel or other discovery motion is tolled from the date of filing of the Request for Informal Discovery Conference until (a) the request is denied or deemed denied or (b) twenty (20) days after the filing of the Request for Informal Discovery Conference, whichever is earlier, unless extended by Order of the Court.
- It is the understanding and intent of the parties that this stipulation shall, for each discovery dispute to which it applies, constitute a writing memorializing a "specific later date to which the propounding [or demanding or requesting] party and the responding party have agreed in writing," within the meaning of Code Civil Procedure sections 2030.300(c), 2031.320(c), and 2033.290(c).
6. Nothing herein will preclude any party from applying *ex parte* for appropriate relief, including an order shortening time for a motion to be heard concerning discovery.
 7. Any party may terminate this stipulation by giving twenty-one (21) days notice of intent to terminate the stipulation.
 8. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day.

SHORT TITLE:	CASE NUMBER:
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The following parties stipulate:

Date:	_____	>	_____
	(TYPE OR PRINT NAME)		(ATTORNEY FOR PLAINTIFF)
Date:	_____	>	_____
	(TYPE OR PRINT NAME)		(ATTORNEY FOR DEFENDANT)
Date:	_____	>	_____
	(TYPE OR PRINT NAME)		(ATTORNEY FOR DEFENDANT)
Date:	_____	>	_____
	(TYPE OR PRINT NAME)		(ATTORNEY FOR DEFENDANT)
Date:	_____	>	_____
	(TYPE OR PRINT NAME)		(ATTORNEY FOR _____)
Date:	_____	>	_____
	(TYPE OR PRINT NAME)		(ATTORNEY FOR _____)
Date:	_____	>	_____
	(TYPE OR PRINT NAME)		(ATTORNEY FOR _____)

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: FAX NO. (Optional):			
E-MAIL ADDRESS (Optional):			
ATTORNEY FOR (Name):			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			
INFORMAL DISCOVERY CONFERENCE (pursuant to the Discovery Resolution Stipulation of the parties)			CASE NUMBER:

- This document relates to:
 - ☐ Request for Informal Discovery Conference
 - ☐ Answer to Request for Informal Discovery Conference
- Deadline for Court to decide on Request: _____ (insert date 10 calendar days following filing of the Request).
- Deadline for Court to hold Informal Discovery Conference: _____ (insert date 20 calendar days following filing of the Request).
- For a Request for Informal Discovery Conference, briefly describe the nature of the discovery dispute, including the facts and legal arguments at issue. For an Answer to Request for Informal Discovery Conference, briefly describe why the Court should deny the requested discovery, including the facts and legal arguments at issue.

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.:		FAX NO. (Optional):	
E-MAIL ADDRESS (Optional):			
ATTORNEY FOR (Name):			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			CASE NUMBER:
DEFENDANT:			
STIPULATION AND ORDER – MOTIONS IN LIMINE			

This stipulation is intended to provide fast and informal resolution of evidentiary issues through diligent efforts to define and discuss such issues and limit paperwork.

The parties agree that:

1. At least ____ days before the final status conference, each party will provide all other parties with a list containing a one paragraph explanation of each proposed motion in limine. Each one paragraph explanation must identify the substance of a single proposed motion in limine and the grounds for the proposed motion.
2. The parties thereafter will meet and confer, either in person or via teleconference or videoconference, concerning all proposed motions in limine. In that meet and confer, the parties will determine:
 - a. Whether the parties can stipulate to any of the proposed motions. If the parties so stipulate, they may file a stipulation and proposed order with the Court.
 - b. Whether any of the proposed motions can be briefed and submitted by means of a short joint statement of issues. For each motion which can be addressed by a short joint statement of issues, a short joint statement of issues must be filed with the Court 10 days prior to the final status conference. Each side's portion of the short joint statement of issues may not exceed three pages. The parties will meet and confer to agree on a date and manner for exchanging the parties' respective portions of the short joint statement of issues and the process for filing the short joint statement of issues.
3. All proposed motions in limine that are not either the subject of a stipulation or briefed via a short joint statement of issues will be briefed and filed in accordance with the California Rules of Court and the Los Angeles Superior Court Rules.

SHORT TITLE:	CASE NUMBER:
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The following parties stipulate:

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

✓ _____
(ATTORNEY FOR PLAINTIFF)

✓ _____
(ATTORNEY FOR DEFENDANT)

✓ _____
(ATTORNEY FOR DEFENDANT)

✓ _____
(ATTORNEY FOR DEFENDANT)

✓ _____
(ATTORNEY FOR _____)

✓ _____
(ATTORNEY FOR _____)

✓ _____
(ATTORNEY FOR _____)

THE COURT SO ORDERS.

Date: _____

JUDICIAL OFFICER

Superior Court of California County of Los Angeles



ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKET

The person who files a civil lawsuit (plaintiff) must include the ADR information Packet with the complaint when serving the defendant. Cross-complainants must serve the ADR Information Packet on any new parties named to the action together with the cross-complaint.

There are a number of ways to resolve civil disputes without having to sue someone. These alternatives to a lawsuit are known as alternative dispute resolution (ADR).

In ADR, trained, impartial persons decide disputes or help parties decide disputes themselves. These persons are called neutrals. For example, in mediations, the neutral is the mediator. Neutrals normally are chosen by the disputing parties or by the court. Neutrals can help resolve disputes without having to go to court.

Advantages of ADR

- Often faster than going to trial
- Often less expensive, saving the litigants court costs, attorney's fees and expert fees.
- May permit more participation, allowing parties to have more control over the outcome.
- Allows for flexibility in choice of ADR processes and resolution of the dispute.
- Fosters cooperation by allowing parties to work together with the neutral to resolve the dispute and mutually agree to remedy.
- There are fewer, if any, court appearances. Because ADR can be faster and save money, it can reduce stress.

Disadvantages of ADR - ADR may not be suitable for every dispute.

- If ADR is binding, the parties normally give up most court protections, including a decision by a judge or jury under formal rules of evidence and procedure, and review for legal error by an appellate court.
- ADR may not be effective if it takes place before the parties have sufficient information to resolve the dispute.
- The neutral may charge a fee for his or her services.
- If the dispute is not resolved through ADR, the parties may then have to face the usual and traditional costs of trial, such as attorney's fees and expert fees.

The Most Common Types of ADR

• **Mediation**

In mediation, a neutral (the mediator) assists the parties in reaching a mutually acceptable resolution of their dispute. Unlike lawsuits or some other types of ADR, the parties, rather than the mediator, decide how the dispute is to be resolved.

- **Mediation is particularly effective** when the parties have a continuing relationship, like neighbors or business people. Mediation is also very effective where personal feelings are getting in the way of a resolution. This is because mediation normally gives the parties a chance to express their feelings and find out how the other sees things.
- **Mediation may not be effective** when one party is unwilling to cooperate or compromise or when one of the parties has a significant advantage in power over the other. Therefore, it may not be a good choice if the parties have a history of abuse or victimization.

▪ **Arbitration**

In arbitration, a neutral person called an “arbitrator” hears arguments and evidence from each side and then decides the outcome of the dispute. Arbitration is typically less formal than a trial, and the rules of evidence may be relaxed. Arbitration may be either “binding” or “non-binding.” Binding arbitration means the parties waive their right to a trial and agree to accept the arbitrator’s decision as final. Non-binding arbitration means that the parties are free to request a trial if they reject the arbitrator’s decision.

Arbitration is best for cases where the parties want another person to decide the outcome of their dispute for them but would like to avoid the formality, time, and expense of a trial. It may also be appropriate for complex matters where the parties want a decision-maker who has training or experience in the subject matter of the dispute.

▪ **Mandatory Settlement Conference (MSC)**

Settlement Conferences are appropriate in any case where settlement is an option.

Mandatory Settlement Conferences are ordered by the Court and are often held near the date a case is set for trial. The parties and their attorneys meet with a judge who devotes his or her time exclusively to preside over the MSC. The judge does not make a decision in the case but assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement.

The Los Angeles Superior Court Mandatory Settlement Conference (MSC) program is free of charge and staffed by experienced sitting civil judges who devote their time exclusively to presiding over MSCs. The judges participating in the judicial MSC program and their locations are identified in the List of Settlement Officers found on the Los Angeles Superior Court website at <http://www.lacourt.org/>. This program is available in general jurisdiction cases with represented parties from independent calendar (IC) and Central Civil West (CCW) courtrooms. In addition, on an ad hoc basis, personal injury cases may be referred to the program on the eve of trial by the personal injury master calendar courts in the Stanley Mosk Courthouse or the asbestos calendar court in CCW.

In order to access the Los Angeles Superior Court MSC Program the judge in the IC courtroom, the CCW Courtroom or the personal injury master calendar courtroom must refer the parties to the program. Further, all parties must complete the information requested in the Settlement Conference Intake Form and email the completed form to mscdept18@lacourt.org.

Additional Information

To locate a dispute resolution program or neutral in your community:

- Contact the California Department of Consumer Affairs (www.dca.ca.gov) Consumer Information Center toll free at 800-952-5210, or;
- Contact the local bar association (<http://www.lacba.org/>) or;
- Look in a telephone directory or search online for "mediators; or "arbitrators."

There may be a charge for services provided by private arbitrators and mediators.

A list of approved State Bar Approved Mandatory Fee Arbitration programs is available at <http://calbar.ca.gov/Attorneys/MemberServices/FeeArbitration/ApprovedPrograms.aspx#19>

To request information about, or assistance with, dispute resolution, call the number listed below. Or you may call a Contract Provider agency directly. A list of current Contract Provider agencies in Los Angeles County is available at the link below.

<http://css.lacounty.gov/programs/dispute-resolution-program-drp/>

County of Los Angeles Dispute Resolution Program
3175 West 6th Street, Room 406
Los Angeles, CA 90020-1798
TEL: (213) 738-2621
FAX: (213) 386-3995